Exhibit D

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X^L Insurance

AXA XL - Professional Insurance 100 Constitution Plaza, 17th Floor, Hartford, CT 06103 Phone 860-246-1863, Fax 860-246-1899

January 15, 2021

Tiffin True R-T Specialty, LLC 330 West Newberry Road Bloomfield, CT 06002

Re: Aluminum Shapes, LLC Excess Policy

Dragoy W. Benga

Dear Tiffin,

Enclosed, please find the policy for **Aluminum Shapes, LLC**. Thank you for choosing XL Insurance. Please call if you have any questions or concerns.

Sincerely,

Gregory Bangs

rf

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Policy Number: ELU172175-20 D Page 3 of 20

XL Specialty Insurance Company

Renewal of Number: N/A (Hereafter called the Insurer)

EXCESS POLICY DECLARATIONS

Executive Offices: 70 Seaview Avenue

70 Seaview Avenue Stamford, CT 06902-6040 Telephone 877-953-2636 Regulatory Office:

505 Eagleview Blvd., Ste. 100 Exton, PA 19341-1120 Telephone: 800-327-1414

THIS IS A CLAIMS MADE POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES. THIS POLICY DOES NOT PROVIDE FOR ANY DUTY BY THE INSURER TO DEFEND ANY INSURED, PLEASE READ AND REVIEW THE POLICY CAREFULLY.

Item 1. Name and Mailing Address of Insured Entity:

Aluminum Shapes, LLC 9000 River Rd Delair. NJ 08110-3296

The Insured Entity will be the sole agent for and will act on behalf of the Insured with respect to all matters under this Policy.

Item 2. Policy Period: From: December 04, 2020 To: December 04, 2021

At 12:01AM Standard Time at your Mailing Address Shown Above

Item 3. Limit of Liability:

\$1,500,000 Aggregate each Policy Period (including Defense Expenses)

Item 4. Schedule of Underlying Insurance:

(a) Primary Policy Insurer Policy No Limit of Liability
Federal Insurance Company

Section 1.500,000

Section 1.500,000

Item 5. Notices required to be given to the Insurer must be addressed to:

XL Professional Insurance 100 Constitution Plaza, 13th Floor Hartford, CT 06103

by electronic mail (email) to: proclaimnewnotices@xlcatlin.com.

Toll Free Telephone: 877-953-2636

Item 6. Premium:

NJ Property & Liability Guaranty
Association (PLIGA):

Total Policy Premium:

\$30.30

Item 7. Policy Forms and Endorsements Attached at Issuance:

XS 71 00 05 14 XL 80 24 03 03 XL 80 64 04 09 XS 80 38 11 15 XS 80 88 09 16 XS 80 165 02 18 XS 80 188 07 19 XSX 80 38 02 20

THESE **DECLARATIONS** AND THE POLICY, WITH THE ENDORSEMENTS, ATTACHMENTS, AND THE **APPLICATION** SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE INSURER AND THE **INSURED** RELATING TO THIS INSURANCE.

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IN WITNESS

XL SPECIALTY INSURANCE COMPANY

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-1120
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

Joseph a Ton

IN WITNESS WHEREOF, the Insurer has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.

Joseph Tocco President Toni Ann Perkins Secretary

Tous ann ferkins

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is already included in your current policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your existing coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by federal law. Under this formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. However, your policy may contain other exclusions that may affect your coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is: \$ waived. Any premium waiver is only valid for the current Policy Period.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND I HAVE BEEN NOTIFIED OF THE AMOUNT OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

Name of Insurer: XL Specialty Insurance Company

Policy Number: ELU172175-20

Signature of Insured

Print Name and Title

Date

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions¹. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions applied by any regulatory body, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

¹ "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

PRIVACY POLICY

The AXA XL insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

- 1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you:
- 2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
- 3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business:
- 4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
- 5. We will not disclose information about you or your business to any organization outside the XL Catlin insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
- 6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
- 7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
- 8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes We collect information to enable us to determine your eligibility for the particular insurance product
 and to determine the cost of such insurance to you. The information we collect will vary with the type of
 insurance you seek;

- Transactions We will maintain records of all transactions with us, our affiliates, and our third party service
 providers, including your insurance coverage selections, premiums, billing and payment information, claims
 history, and other information related to your account;
- Claims If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports We may receive information about you and your business regarding your
 credit. We use this information to verify information you provide during the submission and quote processes
 and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can
 provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose "consumer credit report" type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer's eligibility for credit, insurance or employment. "Consumer credit report type information" means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- · Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

FRAUD NOTICE

Alabama	Any person who knowingly presents a false or fraudulent claim for payment of a loss or
	benefit or who knowingly presents false information in an application for insurance is
	guilty of a crime and may be subject to restitution fines or confinement in prison, or any
A	combination thereof.
Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or
	benefit or knowingly presents false information in an application for insurance is guilty
	of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or
	information to an insurance company for the purpose of defrauding or
	attempting to defraud the company. Penalties may include imprisonment, fines,
	denial of insurance, and civil damages. Any insurance company or agent of an
	insurance company who knowingly provides false, incomplete, or misleading
	facts or information to a policyholder or claimant for the purpose of defrauding
	or attempting to defraud the policyholder or claimant with regard to a settlement
	or award payable from insurance proceeds shall be reported to the Colorado
District of	Division of Insurance within the Department of Regulatory Agencies. WARNING: It is a crime to provide false or misleading information to an insurer for the
Columbia	purpose of defrauding the insurer or any other person. Penalties include imprisonment
Columbia	and/or fines. In addition, an insurer may deny insurance benefits if false information
	materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer
i ioriua	files a statement of claim or an application containing any false, incomplete, or
	misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly
Ransas	and with intent to defraud, presents, causes to be presented or prepares with
	knowledge or belief that it will be presented to or by an insurer, purported insurer,
	broker or any agent thereof, any written, electronic, electronic impulse, facsimile,
	magnetic, oral, or telephonic communication or statement as part of, or in support of, an
	application for the issuance of, or the rating of an insurance policy for personal or
	commercial insurance, or a claim for payment or other benefit pursuant to an insurance
	policy for commercial or personal insurance which such person knows to contain
	materially false information concerning any fact material thereto; or conceals, for the
	purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other
•	person files an application for insurance containing any materially false information or
	conceals, for the purpose of misleading, information concerning any fact material
	thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or
	benefit or knowingly presents false information in an application for insurance is guilty
	of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an
	insurance company for the purpose of defrauding the company. Penalties may include
	imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment
	of a loss or benefit or who knowingly or willfully presents false information in an
	application for insurance is guilty of a crime and may be subject to fines and
	confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an
	insurance policy is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM
	FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE
	INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME

	AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
New York	General: All applications for commercial insurance, other than automobile
	insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim
	containing any materially false information, or conceals for the purpose of misleading,
	information concerning any fact material thereto, commits a fraudulent insurance act,
	which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
	donars and the stated value of the claim for each such violation.
	All applications for automobile insurance and all claim forms: Any person who
	knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a
	law enforcement agency, the department of motor vehicles or an insurance company,
	commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil
	penalty not to exceed five thousand dollars and the value of the subject motor vehicle
	or stated claim for each violation.
	Fire: Any person who knowingly and with intent to defraud any insurance company or
	other person files an application for insurance containing any false information, or
	conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.
	The proposed insured affirms that the foregoing information is true and agrees that
	these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or
	circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against
	an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	WARNING: Any person who knowingly, and with intent to injure, defraud or deceive
	any insurer, makes any claim for the proceeds of an insurance policy containing any
	false, incomplete or misleading information is guilty of a felony.
	WARNING: All Workers Compensation Insurance:
	Any person or entity who makes any material false statement or representation, who
	willfully and knowingly omits or conceals any material information, or who employs any
	device, scheme, or artifice, or who aids and abets any person for the purpose of: 1. obtaining any benefit or payment,
	2. increasing any claim for benefit or payment, or
	3. obtaining workers' compensation coverage under this act, shall be guilty of a felony
Pennsylvania	punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes. Any person who knowingly and with intent to defraud any insurance company or other
- cinicyrraina	person files an application for insurance or statement of claim containing any materially
	false information or conceals for the purpose of misleading, information concerning any
	fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
	Such person to chiminal and civil penalties.
	Automobile Insurance: Any person who knowingly and with intent to injure or defraud
	any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years
	and the payment of a fine of up to \$15,000.
Puerto Rico	Any person who knowingly and with the intention of defrauding presents false
	information in an insurance application, or presents, helps, or causes the
	presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a
	o. procente more than one claim for the same damage of loss, shall illed a

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	felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.
Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	All Commercial Insurance, Except As Provided for Workers' Compensation It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of
Utah	insurance benefits. Workers' Compensation: Any person who knowingly presents false or fraudulent
Otan	underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

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12:01 A.M. Standard Time

Endorsement No.: 1 Named Insured: Aluminum Shapes, LLC

Policy No.: ELU172175-20 **Insurer: XL Specialty Insurance Company**

TERRORISM PREMIUM ENDORSEMENT

Please note: The portion of your annual premium set forth in Item 6. of the Declarations that is attributable to coverage for acts of terrorism is: \$ waived.

All other terms, conditions and limitations of this Policy shall remain unchanged.

XL 80 24 03 03 Page 1 of 1 Case 21-16520 Doc 12-4 Filed 08/15/21 Entered 08/15/21 20:59:51 Desc Exhibit XL 80 64 04 09 D Page 14 of 20 Effective: December 04, 2020

12:01 A.M. Standard Time

Endorsement No.: 2 Named Insured: Aluminum Shapes, LLC

Policy No.: ELU172175-20 **Insurer: XL Specialty Insurance Company**

INCONSISTENCY ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that in the event there is an inconsistency between any term or condition of this Policy, which may be modified by an endorsement attached to this Policy, and a state amendatory endorsement attached to this Policy, then, where permitted by law, the Insurer shall apply the terms and conditions which are more favorable to the Insured.

All other terms, conditions and limitations of this Policy shall remain unchanged.

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Endorsement No.: 3 Named Insured: Aluminum Shapes, LLC

Policy No.: ELU172175-20

12:01 A.M. Standard Time Insurer: XL Specialty Insurance Company

PER LOSS & AGGREGATE LIMIT OF LIABILITY **ENDORSEMENT**

In consideration of the premium charged:

(1) ITEM 3 of the Declarations is amended to read as follows:

"ITEM 3. Limit of Liability:

- \$1,500,000 maximum Limit of Liability (including all covered costs and expenses of defense) (a) each loss or related losses, but not to exceed
- N/A maximum Aggregate Limit of Liability each Policy Period (including Defense Expenses) for (b) all claims and losses for which this Policy provides coverage."
- (2) Section IV. LIMIT OF LIABILITY of the Policy is amended to read in its entirety as follows:

"VI. LIMIT OF LIABILITY

- (A) The amount stated in ITEM 3(a) of the Declarations shall be the maximum limit of liability of the Insurer and shall be the maximum amount payable, including defense expenses, by the Insurer resulting from each loss or related losses during the Policy Period, regardless of the time of payment by the Insurer. The amount stated in ITEM 3(a) of the Declarations shall be part of and not in addition to the amount stated in ITEM 3(b) of the Declarations.
- (B) The amount stated in ITEM 3(b) of the Declarations shall be the maximum aggregate limit of liability of the Insurer and shall be the maximum amount payable, including defenses expenses, by the Insurer resulting from all claims and losses for which this Policy provides coverage, regardless of the time of payment by the Insurer.
- (C) Defense expenses are part of and not in addition to the limit of liability and the payment of such will reduce the limit of liability."

All other terms, conditions and limitations of this Policy shall remain unchanged.

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D Page 16 of 20 Effective: December 04, 2020 **Endorsement No.: 4** Named Insured: Aluminum Shapes, LLC 12:01 A.M. Standard Time

Policy No.: ELU172175-20 Insurer: XL Specialty Insurance Company

Policy Form: EXCESS Policy

EXCESS TERRORISM ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that any endorsement of the Underlying Insurance which specifically precludes coverage for an "insured loss" resulting from an "act of terrorism" (as such terms are defined in the Terrorism Risk Insurance Program Reauthorization Act. of 2015) which would otherwise be provided coverage under the Underlying Insurance shall be inapplicable to this Policy (any such endorsement, a "Terrorism Endorsement"). Subject to all other terms, conditions and limitations of the Policy and the Underlying Insurance, other than the Terrorism Endorsement, coverage for acts of terrorism is included in this Policy. In any event, coverage hereunder will attach only after all of the Underlying Insurance has been exhausted by the actual payment of loss by the applicable insurers thereunder or by any source, regardless of whether any such Terrorism Endorsement is included in any Underlying Insurance. The Insurer will not be liable under this Policy to any earlier degree than the Insurer would have had this Endorsement not been a part of this Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

XS 80 88 09 16 Page 1 of 1 Case 21-16520 Doc 12-4 Filed 08/15/21 Entered 08/15/21 20:59:51 Desc Exhibit XS 80 165 02 18

D Page 17 of 20 Effective: December 04, 2020 **Endorsement No.: 5** Named Insured: Aluminum Shapes, LLC 12:01 A.M. Standard Time

Policy No.: ELU172175-20 Insurer: XL Specialty Insurance Company **Policy Form: EXCESS POLICY**

EXCESS CRIME ENDORSEMENT

In consideration of the premium charged:

- (1) The first sentence of the first paragraph of the Policy is deleted in its entirety.
- (2) Section I Insuring Agreement of the Policy is amended to read in its entirety as follows:

"The Insurer will provide the Insured with insurance coverage for loss discovered by the Insured during the Policy Period excess of the Underlying Insurance stated in Item 4 of the Declarations. Coverage hereunder will apply in conformance with the terms, conditions, endorsements and warranties of the Primary Policy together with the terms, conditions, endorsements and warranties of any other Underlying Insurance. The coverage hereunder will attach only after all of the Underlying Insurance has been exhausted by the actual payment of loss by the applicable insurers thereunder and in no event will the coverage under this Policy be broader than the coverage under any Underlying Insurance."

All other terms, conditions and limitations of this Policy shall remain unchanged.

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Endorsement No.: 6 D Page 18 of 20 Effective: December 04, 2020 Named Insured: Aluminum Shapes, LLC 12:01 A.M. Standard Time

Policy No.: ELU172175-20 Policy Form: EXCESS POLICY Insurer: XL Specialty Insurance Company

NOT FOLLOW FORM OF SUBLIMITED COVERAGE ENDORSEMENT

In consideration of the premium charged:

- (1) For the purposes of this endorsement, the term "Sublimit" means any limit of liability of any Underlying Insurance which:
- (a) applies only to a particular grant of coverage under such Underlying Insurance; and
- (b) is part of, and not in addition to, the otherwise applicable limits of liability of such Underlying Insurance set forth in Item 4 of the Declarations.
- (2) Unless otherwise endorsed to this Policy, no coverage will be available under this Policy for claims which are subject to any Sublimit in any Underlying Insurance; provided that the erosion of the limit(s) of liability of Underlying Insurance shall be recognized to the extent of any payment of loss in connection with such claims.

All other terms, conditions and limitations of this Policy shall remain unchanged.

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Case 21-16520 Doc 12-4 Filed 08/15/21 Entered 08/15/21 20:59:51 Desc Exhibit XSX 80 38 02 20

D Page 19 of 20 Effective: December 04, 2020 **Endorsement No.: 7** Named Insured: Aluminum Shapes, LLC

Policy No.: ELU172175-20 **Policy Form: EXCESS POLICY** 12:01 A.M. Standard Time Insurer: XL Specialty Insurance Company

FOLLOW FORM OF SUBLIMITED COVERAGE **ENDORSEMENT**

In consideration of the premium charged:

- For the purposes of this endorsement, the term "Sublimit" means the limit of liability of the Primary Policy which:
- (a) applies only to the particular grant of coverage under Social Engineering Fraud of the Primary Policy; and
- is part of, and not in addition to, the otherwise applicable limits of liability of such Primary Policy (b) set forth in Item 4 of the Declarations.
- It is understood and agreed that in the event of the exhaustion of the Sublimit solely as the result of actual payment of claims or losses under the Underlying Insurance, the maximum limit of liability available under this Policy shall, subject to such limits of liability and to all other terms, conditions and limitations of the Policy (including but not limited to the application of the terms and conditions of the Underlying Policy with respect to such Sublimit) apply to such claims in an amount not to exceed \$100,000 (the "Excess Sublimit").
- With respect to this Policy, it is understood and agreed that the Excess Sublimit shall be part of, and not in addition to, the applicable maximum Limit of Liability of this Policy as set forth in Item 3 of the Declarations. It is further understood and agreed that if the Insurer shall have paid the Excess Sublimit, any and all obligations of the Insurer under this endorsement for the Excess Sublimit will be completely fulfilled and extinguished, and the Insurer will have no further obligations of any kind or nature whatsoever under this Policy for the Excess Sublimit.

All other terms, conditions and limitations of this Policy shall remain unchanged.

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EXCESS POLICY COVERAGE FORM

THIS IS A CLAIMS MADE POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES. THIS POLICY DOES NOT PROVIDE FOR ANY DUTY BY THE INSURER TO DEFEND ANY INSURED. PLEASE READ AND REVIEW THE POLICY CAREFULLY.

In consideration of the payment of the premium and in reliance on all statements made and information furnished to the Insurer identified in the Declarations (the Insurer) and to the issuer(s) of the Underlying Insurance, the Insurer and the insureds agree as follows:

I. INSURING AGREEMENT

The Insurer will provide coverage excess of the Underlying Insurance stated in ITEM 4 of the Declarations. Coverage hereunder will apply in conformance with the terms, conditions, endorsements and warranties of both the Primary Policy stated in ITEM 4 (A) of the Declarations and of any other Underlying Excess Policy stated in ITEM 4 (B) of the Declarations. The coverage hereunder will attach only after all of the Underlying Insurance has been exhausted by the actual payment of covered amounts under the Underlying Insurance by the applicable insurers thereunder or by any other source. To the extent that any terms, conditions, and endorsements of the Policy may be inconsistent with any terms, conditions, and endorsements of this Policy shall govern.

II. DEPLETION OF UNDERLYING LIMITS OF LIABILITY

The coverage hereunder shall attach only after the limits of all Underlying Insurance have been exhausted by payment of covered amounts. Subject to the terms, conditions, and endorsements of this Policy and the Underlying Insurance, this Policy will continue to apply to covered amounts as primary insurance in the event of the exhaustion of all of the limits of liability of such Underlying Insurance as the result of the actual payment of covered amounts by the applicable insurer thereunder or by any other source. Any risk of uncollectibility with respect to the Underlying Insurance will be expressly retained by the insureds and will not be assumed by the Insurer.

III. RIGHTS AND CLAIM PARTICIPATION

The Insurer shall have the same rights, privileges and protections afforded to the insurer(s) of the Underlying Insurance and may, at its sole discretion, elect to participate in the investigation, settlement and/or defense of any claim against the insureds even if the Underlying Insurance has not been exhausted. The insureds will provide such information and cooperation as is reasonably requested. The insureds shall not do anything that prejudices the Insurer's position or potential rights of recovery, including, but not limited to, terminating any Underlying Insurance.

IV. LIMIT OF LIABILITY

The amount stated in ITEM 3 of the Declarations is the limit of liability of the Insurer and shall be the maximum amount payable, including defense expenses, by the Insurer under this Policy. Defense expenses are part of and not in addition to the limit of liability and the payment of such will reduce the limit of liability.

V. NOTICE, ALTERATION, AND TERMINATION

- (A) Where the Underlying Insurance permits or requires notice to the Insurer, the insureds shall have the same obligations and rights to notify the Insurer under this Policy. All notices required under the Underlying Insurance policies and this Policy shall be sent to the address set forth in ITEM (5) of the Declarations: Attention Claim Department or by electronic mail to: proclaimnewnotices@xlgroup.com. Notice given to any underlying insurer will not be deemed notice to the Insurer.
- (B) No change in or modification of this Policy shall be effective unless made by endorsement. In the event of a change of any kind to any Underlying Insurance that broadens or expands coverage, this Policy will become subject to such change only if and to the extent that the Insurer consents to such change in writing and the insured pays any additional premium that may be required by the Insurer.
- (C) This Policy will terminate immediately upon the termination of any of the Underlying Insurance, whether cancelled by the insured or the applicable insurer. Notice of cancellation or non-renewal of any such policies duly given by any of the applicable insurers shall serve as notice of the cancellation or non-renewal of this Policy by the Insurer.

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